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12/2/2019 GSA eBuy!

# RFQ ID: RFQ1390593 Active

RFQ Title

# RFQ1390593: Program Support for Business Operations Support Division

This RFQ is a:

Small Business set-aside

#### Description:

This is a solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 16.5 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation and quotations are being requested to establish a Task Order (TO) off of the 8(a) STARS II Governmentwide Acquisition Contract (GWAC). The combined solicitation is being issued as Request for Quotation (RFQ) number RFQ1390593. The scope of the TO is described in Section C and will provide support to the U.S. General Services Administration (GSA), Federal Acquisition Service (FAS), Office of General Supplies and Services (GSS), Business Operations Support (BOS) Division. The support provided under this TO includes, but is not limited to:

- Program and project management support
- Data and analytics, including the management of GSS' Structured Query Language (SQL) server environment and expanding dashboard functionalities
- Change management and governance, including management of release queues and enhancement of processes
- Program assurance, including systems improvements, process maturation, legacy system modernization, applications enhancement, and build validation, and requirements validation through user acceptance testing

Optional tasks under this TO consist of Independent Quality Assurance, GSA Enhanced Check-Out (GECO) system support, Personal Property Management (PPM) systems modernization support, communications and training.

See Section 2.0, Tasks, for further details related to specific requirements under this TO.

show less

Reference # / uPIID

**RFQ Status** 

RFQ Issue Date

08/22/2019 02:05 PM EDT

RFQ Close Date

09/16/2019 10:00 AM EDT

Delivery

Period of Performance 11/01/2019 - 10/31/2020

Selected Categories & Vendors

Mod 1

Q&As

8ASTARS2: C1 FA4 - 9 Vendors

09/06/2019

Attachments

RFQ1390593 - Attachment 1 - Program Support for Business Operations Support Division - 08.22.2019.pdf

RFQ1390593 - RFQ - Program Support for Business Operations Support Division - 08.22.2019.pdf

RFQ1390593 - Amendment 001 - Program Support for Business Operations Support Division - SF30 - 09.06.2019.pdf

RFQ1390593 - Amendment 001 - Program Support for Business Operations Support Division - Revised RFQ Track Changes - 09.06.2019.pdf

RFQ1390593 - Amendment 001 - Program Support for Business Operations Support Division - Revised 1449 - 09.06.2019.pdf

# Shipping Addresses

# Address Individual Receiving Shipment

1 GENERAL SERVICES ADMINISTRATION 1800 F ST. NW WASHINGTON, DC 20405 CARLTON BENTON 703-605-2794 CARLTON.BENTON@GSA.GOV

Quotes Received

13 quotes received

Quote ID Vendor Date Total Quote Quote Status

Vendor Quote PO Vendor Attachments Notified Expiration

Buyer Notes 12/2/2019 GSA eBuy! Date Vendor Quote Buyer Quote ID Vendor **Total Quote Quote Status** PO Vendor Attachments Recvd **Notified Expiration** Notes 11/15/2019 10:00 AM n/a Pending Response **EST** No Quote n/a n/a 11/15/2019 09/16/2019 Pending Response 9:09 AM \$14,727,760.85 10:00 AM n/a EDT **EST** 09/16/2019 No Quote RFQ139059 8:16 AM n/a n/a EDT 09/16/2019 11/15/2019 Pending Response 10:00 AM n/a Peridot Cover Letter RFQ1390593 GSA BOS.pdf Peridot Vol 1 Contract Data RFQ1390593 GSA BOS.docx Peridot Tab 3 SF 1449 and SF 30 RFQ1390593 GSA BOS Division.pdf Peridot Tab 4 Section K RFQ1390593 GSA BOS.pdf PERIDOT 11/15/2019 09/15/2019 Peridot Tab 7 Subcontractor Ltrs of Commitment RFQ1390593 GSA RFQ1390593-BGJ SOLUTIONS, LLC Pending Response 10:00 AM n/a 7:35 PM \$0.00 BOS.pdf 8a d s EDT **EST** Peridot Tab 9 8a\_STARS\_2 Document RFQ1390593 GSA BOS.pdf Peridot Vol 2 Technical Submission RFQ1390593 GSA BOS.docx Peridot Vol 3 Price Submission RFQ1390593 GSA BOS.docx Peridot Vol 3 Price Tab 2 Factor 5 Price - Pricing Data RFQ1390593 GSA BOS.xlsx 09/13/2019 No Quote RFQ139059 11:13 AM n/a n/a EDT 09/09/2019 No Quote RFQ139059 9:56 AM n/a n/a EDT 09/06/2019 No Quote RFQ139059 10:48 AM

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# **Request for Quotation (RFQ)**

# **Solicitation Number RFQ1390593**

**Program Support for Business Operations Support Division** 

**Date: August 22, 2019** 

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## SECTION B SUPPLIES & PRICE/COST

#### **B.1 INTRODUCTION**

This is a solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 16.5 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation and quotations are being requested to establish a Task Order (TO) off of the 8(a) STARS II Governmentwide Acquisition Contract (GWAC). The combined solicitation is being issued as Request for Quotation (RFQ) number RFQ1390593.

The scope of the TO is described in Section C of this solicitation.

#### **B.2 CONTRACT TYPE**

The TO will be Firm Fixed Price (FFP).

#### **B.3 PERIOD OF PERFORMANCE**

The Period of Performance (PoP) of the TO is a one-year base period from date of award, with four one-year option periods. An Option Period may be exercised only after the Contracting Officer conducts an annual evaluation in accordance with FAR Subpart 17.207 - Exercise of Options. Option periods are not guaranteed.

The anticipated PoP, which may be adjusted according to award date and performance start date, is as follows:

Base Period: November 1, 2019 through October 31, 2020 Option Period 1: November 1, 2020 through October 31, 2021 Option Period 2: November 1, 2021 through October 31, 2022 Option Period 3: November 1, 2022 through October 31, 2023 Option Period 4: November 1, 2023 through August 30, 2024

# **B.4 PRICING**

BASE PERIOD	PRICE (\$)
Task 1 - Program Management Support	
Task 2 - GSS Business Line Project Support	
Task 3 - Data and Analytics	
Task 4 - Change Management and Governance	
Task 5 - Program Assurance/Systems Modernization	
<b>Total for Tasks 1, 2, 3, 4, and 5</b>	
Task 6 (Optional) – Quality Assurance Support	
Task 7 (Optional) - Program Support for GSA Enhanced Check Out (GECO)	
Task 8 (Optional) - Support the PPM Systems Modernization Effort	
Task 9 (Optional) - Communications and Training	
Total for Optional Tasks 6, 7, 8, and 9	
TOTAL (Tasks 1 through 9)	

OPTION PERIOD 1	PRICE (\$)
Task 1 - Program Management Support	
Task 2 - GSS Business Line Project Support	
Task 3 - Data and Analytics	
Task 4 - Change Management and Governance	
Task 5 - Program Assurance/Systems Modernization	
Total for Tasks 1, 2, 3, 4, and 5	
Task 6 (Optional) - Quality Assurance Support	
Task 7 (Optional) - Program Support for GSA Enhanced Check Out (GECO)	
Task 8 (Optional) - Support the PPM Systems Modernization Effort	
Task 9 (Optional) - Communications and Training	
Total for Optional Tasks 6, 7, 8, and 9	
TOTAL (Tasks 1 through 9)	

OPTION PERIOD 2	PRICE (\$)
Task 1 - Program Management Support	
Task 2 - GSS Business Line Project Support	
Task 3 - Data and Analytics	
Task 4 - Change Management and Governance	
Task 5 - Program Assurance/Systems Modernization	
<b>Total for Tasks 1, 2, 3, 4, and 5</b>	
Task 6 (Optional) - Quality Assurance Support	
Task 7 (Optional) - Program Support for GSA Enhanced Check Out (GECO)	
Task 8 (Optional) - Support the PPM Systems Modernization Effort	
Task 9 (Optional) - Communications and Training	
Total for Optional Tasks 6, 7, 8, and 9	
TOTAL (Tasks 1 through 9)	

OPTION PERIOD 3	PRICE (\$)
Task 1 - Program Management Support	
Task 2 - GSS Business Line Project Support	
Task 3 - Data and Analytics	
Task 4 - Change Management and Governance	
Task 5 - Program Assurance/Systems Modernization	
Total for Tasks 1, 2, 3, 4, and 5	
Task 6 (Optional) - Quality Assurance Support	
Task 7 (Optional) - Program Support for GSA Enhanced Check Out (GECO)	
Task 8 (Optional) - Support the PPM Systems Modernization Effort	
Task 9 (Optional) - Communications and Training	
Total for Optional Tasks 6, 7, 8, and 9	
TOTAL (Tasks 1 through 9)	

OPTION PERIOD 4	PRICE (\$)
Task 1 - Program Management Support	
Task 2 - GSS Business Line Project Support	
Task 3 - Data and Analytics	
Task 4 - Change Management and Governance	
Task 5 - Program Assurance/Systems Modernization	
<b>Total for Tasks 1, 2, 3, 4, and 5</b>	
Task 6 (Optional) - Quality Assurance Support	
Task 7 (Optional) - Program Support for GSA Enhanced Check Out (GECO)	
Task 8 (Optional) - Support the PPM Systems Modernization Effort	
Task 9 (Optional) - Communications and Training	
Total for Optional Tasks 6, 7, 8, and 9	
TOTAL (Tasks 1 through 9)	

TOTAL PRICE (BASE AND OPTION PERIODS)
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# SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### C.1 PERFORMANCE WORK STATEMENT

#### 1.0 OVERVIEW

#### 1.1 Introduction

This TO will provide support to the U.S. General Services Administration (GSA), Federal Acquisition Service (FAS), Office of General Supplies and Services (GSS), Business Operations Support (BOS) Division. The support provided under this TO includes, but is not limited to:

- Program and project management support
- Data and analytics, including the management of GSS' Structured Query Language (SQL) server environment and expanding dashboard functionalities
- Change management and governance, including management of release queues and enhancement of processes
- Program assurance, including systems improvements, process maturation, legacy system modernization, applications enhancement, and build validation, and requirements validation through user acceptance testing

Optional tasks under this TO consist of Independent Quality Assurance, GSA Enhanced Check-Out (GECO) system support, Personal Property Management (PPM) systems modernization support, communications and training.

See Section 2.0, Tasks, for further details related to specific requirements under this TO.

#### 1.2 Background

The BOS Division provides program and systems management services in support of GSS business operations. GSS' business operations are comprised of four distinct and unique business lines, which are: Acquisition Management (AM), Supply Chain Management (SCM), Retail Operations (RO), and Personal Property Management (PPM). The four business lines offer value through unique and customized solutions for federal agencies' complex needs, and are further described below:

• The Office of Acquisition Management (AM) manages 34 of GSA's Multiple Award Schedules (MAS) to assist government agencies with a multitude of best value product and service offerings. The MAS program offers access to a vast array of professional services such as management, financial, engineering, environmental, business and financial applications, law enforcement, and more. Commercial products range from office furniture, business machines and supplies, to scientific equipment, tools and prefabricated buildings. AM also supports Global Supply and Retail Operations business lines, and provides internal acquisition support for GSS Central Office.

- The Office of Supply Chain Management (SCM) better known as GSA Global Supply provides supply chain solutions for the global needs of Federal agencies by delivering dependable, reliable, and timely supplies at the best possible value. SCM affords customers easy access to over 400,000 products ranging from toner cartridges to dormitory furniture and safety equipment to "green" cleaning supplies.
- The Office of Retail Operations (RO) manages GSS' retail operations program. One of GSS's primary offerings to other agencies is based on the fourth party logistics (4PL) model. This offering allows GSA customers to focus on their core missions while GSA manages their logistics and supply chain activities. GSS currently manages more than 34 "brick and mortar" stores (physical retail locations) globally, and is working to expand and provide additional stores, an effort to enhance customer support. Through this program GSS partners with third parties to provide vendor owned/managed inventory in these locations for requisition processing to DoD customers.
- The Office of Personal Property Management (PPM) is responsible for the disposition of excess and surplus personal property for the Federal government. It operates a Utilization and Donation Program through which federal excess property is reported and transferred to other Federal agencies, donated to eligible recipients, or disposed of through competitive public sales. The program matches excess/surplus assets with known needs, searches out unknown needs, and makes decisions as to the best method of disposition of government assets. PPM also manages a sales program that determines whether an asset is economically salable, and establishes acceptable sales price thresholds and appropriate methods of sale. PPM is planning to modernize their suite of legacy systems to a modern, cloud-based solution.

The BOS Division is tasked with delivering critical operational support to the above-listed business lines, including, but not limited to: program and project management, data analysis, decision support, technical expertise, and administrative support. Additionally, the BOS Division reviews the IT systems and related technology platforms supporting GSS business lines' capabilities in order to identify and fill gaps within the portfolio so as to support new business capabilities, provide agile solutions, and ensure compliance with Federal regulations and standards, such as the Defense Logistics Management Standards (DLMS). The BOS Division also maintains and provides system requirements for older legacy systems within GSA and leads modernization efforts for new GSS technology platforms and systems when there is a need for legacy systems to be identified and retired.

# 1.3 Scope and Objectives

The BOS Division is in need of contractor support to supplement their efforts supporting GSS' business lines. As such, this solicitation is to acquire a broad range of professional and systems-related services in program management, strategic planning, systems management, data processing, user experience, change management, performance and data management, business and data analysis, stakeholder engagement, and systems modernization and enhancement. The

requirement also covers program evaluation, monitoring, and measurement as it relates to the review, analysis, and re-engineering of end-to-end supply chain processes, business rules, and information systems/technology in the areas of:

- Supply chain management
- Acquisition management
- Order processing/management
- Property Management and Material Disposition

Currently, GSS has several systems-related initiatives underway to improve technology capabilities, support for which is included in the tasks described in Section 2.0 below. These systems-related initiatives include:

- Order Management Services (OMS): OMS is a cloud-based service that leverages a
  commercial system vs a custom built solution application. OMS accepts, processes, and
  provides greater visibility of customer orders, and will provide capabilities for receiving,
  fulfilling, tracking, and managing orders from any sales channel. It supports direct
  vendor order fulfillment and provides the ability to manage supplier performance. OMS
  also ensures GSS is in compliance with the new DOD mandate (DLMS) for electronic
  transactions with its supply partners.
- GSA Enhanced Check-Out (GECO): GECO provides improved point of sale capability at GSA stores using a Point of Sale (POS) application to interface with the OMS.
- Personal Property Management Systems (PPM) Modernization: This systems modernization project seeks to replace the legacy PPM IT Systems with a solution that enables GSA to effectively fulfill its mission in personal property disposal.

#### **2.0 TASKS**

#### 2.1 Task 1 Program Management Support

The Program Management tasks require supporting program operations, strategic planning, research and recommended solutions for supply chain and acquisition issues in support of GSS. This includes delivering comprehensive business case and decision support analysis for GSS Business initiatives. The contractor shall provide subject matter experts in the areas of supply chain management, cloud solutions, and large scale solution implementations to advise and assist the BOS Division in decision making. The contractor shall identify and evaluate business change requests as well as evaluate and analyze business change requests submitted by the government and conduct business case analyses to facilitate formal review of these potential business changes by GSS, FAS and GSA leadership. The contractor shall be responsible for:

- Maintaining an overarching program plan for the BOS Division
- Reviewing and tracking various projects that fall under the BOS Division program office

- Project Management Support including project schedules, budget, risk management, compliance, governance, and reporting
- Reviewing and tracking of deliverables
- Managing the overall program plans, activities, timelines and dependencies
- Identifying program issues and facilitating the resolution
- Leveraging the right resources, tools, and processes to successfully complete requirements
- Providing status and/or progress assessments and report of BOS Division programs

Task 1: Program Management Support Deliverable Schedule					
Deliverable	Due Date / Frequency	Period of Performance			
Project status reports	Monthly	FY 20-25			
Project briefings	Quarterly or as needed	FY 20-25			
Project budget and reporting document	Monthly	FY 20-25			
Maintain project schedule and review with Program Manager	Weekly	FY 20-25			
Process modeling diagrams	As needed	FY 20-25			
Workshop facilitation	Quarterly and when requested by the COR	FY 20-25			
Decision documents	When requested by the COR	FY 20-25			

## 2.2 Task 2 GSS Business Line Project Support

The contractor shall provide business line support to enable successful delivery of GSS operations initiatives. The contractor shall be responsible for:

- Supporting special projects for the GSS business lines on all phases of project management, from planning to closeout. This includes the creation of project charters, project plans, status updates, communication plans, risk mitigation plans.
- Supporting the establishment and coordination of integrated project teams for BOS
  Division-led initiatives involving GSS business lines (Acquisition Management, Supply
  Chain Management, Personal Property Management, and Retail Operations)
- Facilitating delivery of ad hoc and periodic program monitoring and evaluation management reports
- Providing regular project financial performance and milestone tracking as required by business line and FAS executive stakeholders

- Providing ongoing management information retrieval and analysis to facilitate
  monitoring of business results. The data types are primarily related to transaction and
  summary level sales volume, sales channel and profitability, and the data sources are
  GSS transactional systems and FAS data warehouses.
- Process mapping, analysis, and documentation
- Developing standard operating procedures
- Providing coordination support to ensure operational alignment of Integrator Offices,
   GSS Central Office, and Regional business stakeholders
- Assisting in the definition of requirements and acquisition supply chain facilities
- Assisting with developing business case justification for special projects
- Facilitate requirement gathering workshops for business line projects
- Assist with developing key performance indicators (KPIs) to measure success

Task 2: Business Line Project Support Deliverable Schedule				
Deliverable	Due Date / Frequency	Period of Performance		
Project status reports (including project budget and reporting)	Monthly	FY 20-25		
Requirements analysis for acquisition Support	When requested by COR	FY 20-25		
Process mapping	When requested by COR	FY 20-25		
Business case requirement support	Monthly as needed	FY 20-25		
Break fix analysis	Monthly as needed	FY 20-25		
Project briefings	Quarterly and when requested by the COR	FY 20-25		
EBC support	Quarterly and when requested by the COR	FY 20-25		
Workshop facilitation	Quarterly and when requested by the COR	FY 20-25		
Decision documents	When requested by the COR	FY 20-25		
KPI development and review	Monthly	FY 20-25		

#### 2.3 Task 3 Data and Analytics

The contractor shall provide Business Analytics Support that includes:

- Perform analytics that help monitor the metrics for GSS business operations
- Manage GSS's SQL server environment including data feeds from mainframe sources and OMS (IBM Cognos)
- Maintain and manage GSS reports and tools
- Expand GSS dashboard functionality, with functionality for scenario planning for target markups and breakeven performance
- Maintain an executive level dashboard that provides order status, sales data, financials, and other key leadership information
- Maintain a GSS program level dashboards using the GSA standard dashboards currently reside on D2D and are developed using Tableau
- Provide recommendations for additional data and metrics that should be measured by the program

Task 3: Data and Analytics Deliverable Schedule					
Deliverable	Due Date / Frequency	Period of Performance			
Project Status Reports (including project budget and reporting)	Monthly	FY 20-25			
Maintain GS&S Program Dashboards	Weekly	FY 20-25			
Analysis of Current Reporting Methods	One month after contract begins	FY 20-25			
Plan for future reporting within GSS	Two months after the contract begins	FY 20-25			
Maintenance of Structured Query Language (SQL) operations	When requested by the COR	FY 20-25			
Specialized Analysis Tools	When requested by the COR	FY 20-25			

#### 2.4 Task 4 Change Management and Governance

The contractor shall provide change management and governance support on GSS systems that includes:

- Provide assistance in managing release queues
- Support issue logging, analysis, resolution, and management
- Assist in facilitating Business Review Board and Change Control Board
- Assist in maturing release management processes
- Develop quarterly and emergency release requirements
- Ensure Training content is synchronized with in-use processes as systems matures

- Continual improvement and enhancement of Quick Guides, videos, documentation and delivery strategy
- Assessment of processes for evaluating business change requests
- Supporting the identification, documentation, tracking and evaluation of business change requests
- Conducting market research and best practices research and performing gap analyses
- Facilitating development of concept of operations
- Conducting cost/benefit analyses
- Performing risk assessments
- Developing business case documentation in formats required by GSS, FAS and GSA procedures which include Executive Business Case (EBC) and Investment Review Board (IRB) briefings
- Facilitating the development and implementation of management and process controls to include billing and payment process verifications
- Conducting stakeholder analyses and impact assessments to include dependencies on non-FAS entities and systems, such as inter-agency payment processes

Task 4: Change Management and Governance Deliverable Schedule				
Deliverable	Due Date / Frequency	Period of Performance		
Project status reports (including project budget and reporting)	Monthly	FY 20-25		
Provide release que registry and maintain updated data	1 Month after award and then Weekly	FY 20 - 25		
Maintain change management documentation	1 Month after award and then Monthly	FY 20 - 25		
Assist in facilitating Change Control Board meetings and taking minutes	Monthly	FY 20 - 25		
Develop process for emergency release requirements	1 Month after award	FY 20 - 25		
Review validation testing documents	Monthly as needed	FY 20 - 25		
Develop and maintain release management process	Monthly	FY 20 - 25		
Update quick guides, videos, documentation and delivery strategy	Monthly	FY 20 - 25		

#### 2.5 Task 5 - Program Assurance/Systems Modernization

Provide BOS Division support in managing, modernizing, and enhancing systems as well as measuring program success and proposing improvements that will ensure successful outcomes.

- Systems Improvement Employ industry expertise and best practices to provide a basis of systems improvement
- Process Maturation Utilize technology to support key GSA business lines (e.g. Retail) and organizations (e.g. finance) as business process are modernized and implemented
- Modernization Support current legacy systems modernization development and implementation, as required
- Architecture Provide strategic input regarding key architectural decisions, such as cloud-hosting, software as a service (SaaS), or GSA-IT hosted
- Quality Assurance Ensure that GSS systems and services, such as OMS, GECO, and FSS19, are functioning as designed and are aligned to GSA IT policies and standards
- Conducting research and mapping processes as part of "as-is" and "to be" analyses;
- Develop and maintain a governance plan for system changes and modifications
- Supporting pilot implementations and assisting with issue resolution
- Investigation, feasibility and design ensure requirements are up-to-date and update as required
- Support applications enhancement and build validation
- Manage requirements changes through release management linkage using HP-ALM and GSA ServiceNow
- Requirements Validation through various testing methodologies and improvement management practices to ensure requirements are met
- Support process maturation at GSA HQ and in the regions

Task 5 – Program Assurance/Systems Modernization Deliverable Schedule			
Deliverable	Due Date / Frequency	Period of Performance	
Project status reports (including project budget and reporting)	Monthly	FY 20 - 25	
BOS Division systems testing support	Monthly or as needed	FY 20 - 25	
BOS Division systems process mapping	Monthly or as needed	FY 20 - 25	
BOS Division systems governance documentation plan	3-months after contract begins	FY 20 - 25	

BOS Division governance documentation	Monthly or as needed	FY 20 - 25
Review system requirements	Weekly	FY 20 - 25
Conduct testing with system changes	Weekly	FY 20 - 25

# 2.6 Task 6 (Optional) - Quality Assurance Support

Provide Quality Assurance support for BOS Division programs and development of new IT system development and major system enhancements.

- Analyze business and system requirements
- Support development of independent government cost estimate for task orders
- Assess program implementation and fulfillment of requirements
- Review program deliverables and provide feedback
- Develop content and provide Quality Assurance for training products videos, user manuals, reference guides
- Provide training and testing support to ensure that system changes are functional and meet business requirements

Task 6 (Optional) – Quality Assurance Support Deliverable Schedule			
Deliverable  Due Date / Frequency  Period of Performan			
Provide review of high level requirements	Per project plans or as needed	FY 20 - 25	
Provide review of IGCE for task orders assigned to BOS Division system developers	Monthly as needed	FY 20 - 25	
Provide review and assessment of fulfillment of requirements by BOS Division system developers	Monthly as needed	FY 20 - 25	
Quality Assurance training Products (Videos, User Manuals, Reference Guides)	3 weeks prior to Quality Assurance	FY 20 - 25	

# 2.7 Task 7 (Optional) - Program Support for GSA Enhanced Check-out (GECO)

Develop overall program management and operational coordination support for GSS RO. Support the Business Program Division with the next phase of the GECO 3 Point of Sale System. The contractor shall be responsible for, at a minimum:

- Reviewing and tracking of deliverables
- Managing the overall program plans, activities, timelines and dependencies
- Facilitating the resolution of project issues
- Leveraging the right resources, tools and processes
- Providing status / progress assessment and reporting
- Develop Risk Management Plan
- Develop Risk Mitigation Strategy
- Develop GECO 3 governance plan for supporting system changes and updates

Task 7 (Optional) – Program Support for GSA Enhanced Check-out Deliverable Schedule			
Deliverable	Due Date / Frequency	Period of Performance	
Support program briefings	Monthly or as needed	FY 20 - 25	
Maintain Project Schedule and review with Program Manager	Weekly	FY 20 - 25	
Project Status Reports (including project budget and reporting)	Monthly	FY 20 - 25	
Maintain Risk Management Plan for the Point of Sale Project	Monthly	FY 20 - 25	
Provide Risk Management Strategy Mitigation Procedures for the Point of Sale project. Provide monthly updates to the risk management plan and mitigation factors. Coordinate with POCs on risk activities. Provide risk status to management	Monthly	FY 20 - 25	
Provide assistance with program management activities (i.e., Review of Point of Sale project deliverables, developing project tracking documentation in Smart sheet (or other project tools as specified by GSA), track and manage tasks associated with the	Monthly	FY 20 - 25	

Point Of Sale project)		
GECO 3 Governance Documentation Plan	3-months after contract begins	FY 20 - 25
GECO 3 Governance Documentation	Monthly or as needed	FY 20 - 25

# 2.8 Task 8 (Optional) - Support the PPM Systems Modernization Effort

Provide overall systems services and program management support for the PPM Systems Modernization. Support provided may include, at a minimum:

- Requirements Documentation and Management
- Project Management Support (project schedules, budget, risk management, compliance, governance, reporting, etc.)
- Agile Planning
- Workshop Support (scheduling, SME coordination, facilitation, materials, note taking, etc.)
- Training Support
- Testing Support
- Apply visualization principles to data and/or conceptual ideas provided by the government to create supportive visual tools for the initiative
- Create supportive visualization charts to make empirical data look clear and compelling to the appropriate stakeholders
- Organize and facilitate visualization workshops ensuring the proper stakeholders are in attendance and that proper outcomes are achieved

Task 8 (Optional) - Support for PPM Systems Modernization Deliverable Schedule				
Deliverable  Due Date / Frequency  Period of Performance				
Support program briefings	Monthly or as needed	FY 20 - 25		
Maintain Project Schedule and review with Program Manager	Weekly	FY 20 - 25		

Project Status Reports (including project budget and reporting)	Monthly	FY 20 - 25
Maintain Risk Management Plan for the PPM Systems Modernization	Monthly	FY 20 - 25
Provide Risk Management Strategy Mitigation Procedures for PPM Systems Modernization. Provide monthly updates to the risk management plan and mitigation factors. Coordinate with POCs on risk activities. Provide risk status to management	Monthly	FY 20 - 25
Provide assistance with program management activities (i.e., Review of Point of Sale project deliverables, developing project tracking documentation in Smart sheet (or other project tools as specified by GSA), track and manage tasks associated with the PPM Systems Modernization project)	Monthly	FY 20 - 25
PPM Systems Governance Documentation Plan	3-months after contract begins	FY 20 - 25
PPM Systems Governance Documentation	Monthly or as needed	FY 20 - 25

#### 2.9 Task 9 (Optional) - Communications and Training Support

The BOS Division will be responsible for educating stakeholders on any new systems or enhancements and may need training support for the end user(s). Training is loosely defined and can be delivered via canned presentations at conferences, formal classroom courses, and even online through webinars. The contractor shall support the creation and delivery of all related training. In most instances, GSA staff will deliver the training, although it is possible that the contractor may be required to deliver the training. Training support shall include, but is not limited to:

- Collaborating with stakeholders to gather and document training requirements.
- Developing visually appealing, relatable training content for stakeholders.
- Developing instructor guides.
- Coordinating stakeholder testing of training.
- Coordinating training logistics (technical and administrative).
- Delivering training.
- Tracking training effectiveness.

Task 9 (Optional) - Communications and Training Support Deliverables			
Deliverable  Due Date / Frequency		Period of Performance	
Training Guides	As Needed	FY 20 - 25	
Communications on System Updates and Changes	Monthly as needed	FY 20 - 25	
Develop and Maintain overall training schedule for new system changes and updates	As Needed	FY 20 - 25	
Develop document storage plan to support improved access to training documents	Monthly	FY 20 - 25	

Note: Tasks 2.6, 2.7, 2.8, and 2.9 are associated with optional line items in Section B of this solicitation. Therefore the work and associated deliverables for these tasks will only be required if the Government modifies the contract to initiate work on these optional line items.

#### 3.0. DELIVERY AND PERFORMANCE INFORMATION

The contractor shall provide deliverables required under this solicitation to the Contracting Officer Representative (COR) in accordance with Section 1.1 of this solicitation, including all data first produced during performance of the TO as set forth in the FAR clause at 52.227-14, on the dates specified and in accordance with the milestone schedule in the table below. The COR will use the milestone schedule to monitor payments under the TO (unless a different date is specified by the Contracting Officer). Work shall be accomplished during normal business hours (Monday through Friday, 8 a.m. – 5:00 p.m.). Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

GSA is the owner of all documents and other artifacts produced under this contract. All such materials are to be provided in hard and soft "editable" copies to GSA as stated in this solicitation and upon request by GSA.

Successful performance of these tasks will be monitored and measured according to Attachment 1 - Quality Assurance Surveillance Plan (QASP). Failure to properly perform these tasks may result in a breach of contract determination by the government.

The contractor shall perform all deliverables within the Firm Fixed Prices listed in Section B. Deliverables are not separately priced.

# 3.1 Milestone Schedule

Task Reference	Deliverable	Due Date/Frequency	Period of Performance
2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9	Project status report	Monthly	FY 20 -25
2.1	Maintain project schedule for the BOS and review with Program Managers	Weekly	FY 20 -25
2.1	Project Status Reports	Monthly	FY 20-25
2.1	Project briefings	Quarterly or as needed	FY 20-25
2.1	Project budget and reporting document	Monthly	FY 20-25
2.1	Maintain Project Schedule and review with Program Manager	Weekly	FY 20-25
2.1	Process modeling Diagrams	As needed	FY 20-25
2.1	Workshop Facilitation	Quarterly and when requested by the COR	FY 20-25
2.1	Decision Documents	When requested by the COR	FY 20-25
2.2	Requirements Analysis for Acquisition Support	When requested by COR	FY 20-25
2.2	Process Mapping	When requested by COR	FY 20-25
2.2	Business Case Requirement Support	Monthly as needed	FY 20-25
2.2	Break Fix Analysis	Monthly as needed	FY 20-25

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2.2	Project briefings	Quarterly and when requested by the COR	FY 20-25
2.2	EBC Support	Quarterly and when requested by the COR	FY 20-25
2.2	Workshop Facilitation	Quarterly and when requested by the COR	FY 20-25
2.2	Decision Documents	When requested by the COR	FY 20-25
2.2	KPI development and review	Monthly	FY 20-25
2.3	Maintain GS&S Program Dashboards	Weekly	FY 20-25
2.3	Analysis of Current Reporting Methods	One month after contract begins	FY 20-25
2.3	Plan for future reporting within GSS	Two months after the contract begins	FY 20-25
2.3	Maintenance of Structured Query Language (SQL) operations	When requested by the COR	FY 20-25
2.3	Specialized Analysis Tools	When requested by the COR	FY 20-25
2.4	Provide Release Que registry and maintain updated data	1 Month after award and then Weekly	FY 20 - 25
2.4	Maintain Change management documentation	1 Month after award and then Monthly	FY 20 - 25
2.4	Assist in facilitating Change Control Board meetings and taking minutes	Monthly	FY 20 - 25
2.4	Develop process for emergency release	1 Month after award	FY 20 - 25

	requirements		
2.4	Review validation testing documents	Monthly as needed	FY 20 - 25
2.4	Develop and maintain release management process	Monthly	FY 20 - 25
2.4	Update Quick Guides, videos, documentation and delivery strategy	Monthly	FY 20 - 25
2.5	BOS Division Systems Testing Support	Monthly	FY 20 - 25
2.5	BOS Division Systems Process Mapping	Monthly or as needed	FY 20 - 25
2.5	BOS Division Systems Governance Documentation Plan	3-months after contract begins	FY 20 - 25
2.5	BOS Division Systems Governance Documentation	Monthly or as needed	FY 20 - 25
2.5	Review system requirements	Weekly	FY 20 - 25
2.5	Conduct UAT testing with system changes	Weekly	FY 20 - 25
2.6	Provide review of high level requirements	Per project plans or as needed	FY 20 - 25
2.6	Provide review of IGCE for task orders assigned to the BOS Division system developers	Monthly as needed	FY 20 - 25
2.6	Provide review and assessment of fulfillment of requirements by the BOS Division system developers	Monthly as needed	FY 20 - 25
2.6	Quality Assurance training products (Videos, User Manuals, Reference Guides)	3 weeks prior to Quality Assurance	FY 20 - 25

2.7	Support program briefings	Monthly or as needed	FY 20 - 25
2.7	Maintain Project Schedule and review with Program Manager	Weekly	FY 20 - 25
2.7	Project Status Reports (including project budget and reporting)	Monthly	FY 20 - 25
2.7	Maintain Risk Management Plan for the Point of Sale Project	Monthly	FY 20 - 25
2.7	Provide Risk Management Strategy Mitigation Procedures for the Point of Sale project. Provide monthly updates to the risk management plan and mitigation factors. Coordinate with POCs on risk activities. Provide risk status to management	Monthly	FY 20 - 25
2.7	Provide assistance with program management activities (i.e., Review of Point of Sale project deliverables, developing project tracking documentation in Smart sheet (or other project tools as specified by GSA), track and manage tasks associated with the Point Of Sale project)	Monthly	FY 20 - 25
2.7	GECO Governance Documentation Plan	3-months after contract begins	FY 20 - 25
2.7	GECO Governance Documentation	Monthly or as needed	FY 20 - 25
2.8	Support program briefings	Monthly or as needed	FY 20 - 25
2.8	Maintain Project Schedule and review with Program	Weekly	FY 20 - 25

	Manager		
2.8	Project Status Reports (including project budget and reporting)	Monthly	FY 20 - 25
2.8	Maintain Risk Management Plan for the PPM Systems Modernization	Monthly	FY 20 - 25
2.8	Provide Risk Management Strategy Mitigation Procedures for PPM Systems Modernization. Provide monthly updates to the risk management plan and mitigation factors. Coordinate with POCs on risk activities. Provide risk status to management	Monthly	FY 20 - 25
2.8	Provide assistance with program management activities (i.e., Review of Point of Sale project deliverables, developing project tracking documentation in Smart sheet (or other project tools as specified by GSA), track and manage tasks associated with the PPM Systems Modernization project)	Monthly	FY 20 - 25
2.8	PPM Systems Governance Documentation Plan	3-months after contract begins	FY 20 - 25
2.8	PPM Systems Governance Documentation	Monthly or as needed	FY 20 - 25
2.9	Training Guides	As Needed	FY 20 - 25
2.9	Communications on System Updates and Changes	Monthly as needed	FY 20 - 25
2.9	Develop and Maintain overall training schedule for new system changes and	As Needed	FY 20 - 25

	updates		
2.9	Develop document storage plan to support improved access to training documents	Monthly	FY 20 - 25

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#### 3.2 Transition Plan (Phase-In and Phase-Out)

#### a. Phase-In

As part of the quotation, the Contractor shall submit a Phase-In Transition Plan that addresses the Contractor's approach for performance initiation, including risk analysis and mitigation strategy, recruiting plan identifying team members, ensuring security clearances are processed, outlining tasks, system/application conversion completion, backup(s), and performance work schedule, and employee retention plan. The Phase-In Plan is to assist the Government in coordinating a smooth transition from the existing contract to the new contract. The Contractor shall include the tasks and steps necessary to transition from the incumbent to the new Contractor as well as a milestones schedule.

The Contractor shall define personnel roles/responsibilities and assign personnel for all transition tasks, which shall include, at a minimum, skill level, expertise, and security clearance requirements. The Contractor shall document and provide to the Government as part of the transition plan the impacts, effects, and/or consequences the transition will have on government data rights.

#### b. Phase-Out

A finalized Phase-Out Plan is due not later than 6 months after contract award and shall be updated annually thereafter. The Contractor shall conduct an orderly phase-out of all required activities. The phase-out is to include the transition of data, information, training material, and all other contract deliverables to the responsible Government office no later than 60 days prior to completion of the TO, and shall support the assumption of responsibility by a successor contractor(s) and/or the Government, if applicable. The Contractor shall remain responsible for the requirements identified in the PWS during phase-out activities.

Upon written notice by the Contracting Officer, the contractor shall conduct phaseout activities prior to the contract completion date. The contractor shall also:

1. Support periodic meetings with the successor contractor(s) to identify and discuss activities during the phase-out; and

2. Work with the successor contractor(s) to determine the nature and extent of phase-in and phase-out activities required. Negotiate and develop a plan which shall include effective transfer of full performance to the successor contractor(s); training of incoming personnel; and address all other steps necessary to ensure a smooth transition between the contracts. The plan shall be subject to the Contracting Officer's approval.

Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. The Transition Phase-Out Plan activities have no impact on TO related performance or activities.

# **3.3 Quality Control Plan (QCP)**

The Contractor shall provide a Quality Control Plan (QCP) that shall identify how the contractual requirements will be met and the management techniques used to ensure compliance and monitoring of contract and contractor personnel, to include subcontractors /consultants. This QCP shall be submitted within 20 business days after receipt of award.

#### **C.2 LIMITED USE OF DATA**

Performance of the TO may require the contractor to access and use data and information owned and controlled by a government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. The contractor shall not use, disclose, or reproduce any data that was developed or obtained under this TO and/or bears a restrictive legend, other than as required in the performance of this effort.

#### **C.3 DELIVERABLES**

The contractor must comply with the QASP, which is included as Attachment 1 to this RFQ. The QASP sets forth the procedures and guidelines the Government will use to ensure the required performance, quality standards, and levels of service are achieved by the contractor via the Methodologies to Monitor Performance outlined in Section 3.0 of the QASP.

#### C.4 DISCLOSURE OF DATA

All data produced, developed, and/or delivered as a result of this TO, shall be the sole property of the Government and shall be treated by the contractor as official government documentation to be released by the Government only. Duplication or disclosure of the data and other information produced by the contractor hereunder is prohibited. Accordingly, the Contractor shall not disclose any data, any interpretations thereof, or data derivatives there from, to third parties whether real or artificial in contravention of these provisions, without the prior written approval of the Contracting Officer. The Contractor shall ensure that this clause is incorporated in any agreements reached with any subcontractors, consultants, agents, or representatives employed by the Contractor in TO performance or otherwise. Contractor and/or contractor

personnel shall not disseminate, or release data or information developed or obtained in performance of this effort, or otherwise, except to authorized government personnel or upon written approval by the GSA Contracting Officer.

#### C.5 SAFEGUARDING OF INFORMATION

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person or entity any information known to them by reason of their performance under this TO, except in the course of their duties or by written authorization of the Contracting Officer. Further, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, or photographs concerning any aspect of the TO shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the termination of this TO. The Contractor shall include the substance of this provision in all contracts for employment and in all subcontracts hereunder.

#### **C.6 EXERCISE OF OPTIONS**

Per FAR Clause 52.217-9, the Government may extend the term of this contract by written notice to the contractor within \_\_30 days\_\_; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least \_60\_ days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises the option, the extended contract shall be considered to include this option clause.

Per FAR subpart 52.217-8, the Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the end of the contract.

#### **C.7 PLACE OF PERFORMANCE**

TO performance will be primarily at the government site, 1800 F Street, NW Washington, DC 20405; however, there may be times when performance occurs at the contractor location or at an alternate telework location.

#### **C.8 SECURITY**

C.8.1 Software Security

Contractor's staff is required to conform to GSA's security and privacy requirements as described in the following:

- a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and GSA Directives and Handbooks as GSA and GSA personnel regarding information and information system security;
- b. The contractor will be required to complete training on "IT Security Awareness and Privacy 101 Training" via GSA's On-Line University (GSAOLU). The website <a href="https://gsaolu.gsa.gov">https://gsaolu.gsa.gov</a> can be accessed from any local government computer. A certificate of completion is provided at the completion of the training and must be given, as a soft copy, to the contracting officer to be filed with the subject contract. All contractor employees performing work under the TO must provide this proof (no exceptions).
- c. The contractor will be responsible for its employees' compliance with the security regulations of GSA, GSS, and other government installations or contractor facilities where work is performed under the TO.

## C.8.2 Physical Security

The contractor shall be responsible for safeguarding all government equipment, information and property provided to the contractor for use in the performance of the TO. At the end of each work day, all government facilities, equipment, and materials shall be safely secured.

# C.8.3 Badging/Personal Identity Verification (PIV)

In accordance with FAR Subpart 52.204-9, the following shall apply under the TO including option periods:

- a. The contractor shall comply with agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201;
- b. The contractor shall account for all forms of government-provided identification issued to the contractor employees in connection with performance under the TO. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
  - (i) When no longer needed for TO performance;
  - (ii) Upon completion of the contractor employee's employment; or
  - (iii) Upon TO completion or termination.
- c. The Contracting Officer may delay final payment if the contractor fails to comply with these requirements. The contractor shall insert the clause in FAR Clause 52.204-2

Security Requirements Alternate II Section (e), for all subcontracts when the subcontractor's employees are required to have routine physical access to a federally-controlled facility and/or routine access to a federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth by the Contracting Officer unless otherwise approved in writing by the Contracting Officer.

## **C.9 GOVERNMENT FURNISHED EQUIPMENT (GFE)**

The Government may provide the following:

- Project schedule
- Office space
- Workstation
- Telecommunications equipment
- Computers
- General office supplies

The contractor will be responsible for all damage or loss of government property caused by its personnel. This responsibility includes damage or loss of equipment, furniture, walls, elevators, floors, and other government-owned or leased property. The contractor will promptly notify the COR of any damage to or loss of government property or facilities.

The contractor will be required to return all government-furnished property and equipment to GSA upon completion or termination of the TO, or when otherwise requested by the Government.

# C.10 GOVERNMENT FURNISHED INFORMATION (GFI)

All products, information, documents, programs created under/during or performed in connection with the TO shall be the property of the Government. No information or documents will be transmitted or transported outside the physical limits of any government site without prior approval of the contracting officer or designated representative.

#### C.11 TRAVEL

Local travel may be required. The Government will not pay for local travel within a 50 mile radius of the designated performance location. Long distance travel may be required on an as needed basis and will be reimbursed in accordance with the Federal Travel Regulations and should be included in the contractor's program costs. The contractor must receive the CO's approval prior to any long distance travel in order for that travel to be considered a reimbursable expense.

#### **C.12 TELEWORK**

Telework agreements between the contractor and their employees are subject to the same rules that apply to Federal government employees. Due to the proprietary nature of the systems to which the contractor has access, teleworking outside of the Continental United States (CONUS) will not be authorized.

#### **C.14 DATA**

- a. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- b. Per FAR 27.404-1, the Government shall have unlimited rights to all data created and developed under this TO. The contractor shall deliver to the Government all data, regardless of form, as requested by the Government, and ensure that the Government retains access and download capability of all data for any government purpose, including, but not limited to: research, investigation, transfer, or migration to other systems. Any documentation created, developed, and provided by the contractor shall not contain proprietary markings.
- c. In order for GSA to comply with potential obligations under various statutes or regulations, the Freedom of Information Act, and any possible litigation-related evidence preservation requirements, any systems solutions shall, inherently and without additional cost to the Government, enable GSA to preserve (protect from deletion or spoliation), retain, and produce records in their entirety as well as provide a convenient and user-friendly means of documenting and authenticating after the fact that such steps (preservation, retention, and/or production) have been implemented. Any media used for backup records shall similarly be capable of being preserved by the contractor and provided to the Government upon request from GSA. The Contractor will not provide data to non-GSA individuals, groups, or organizations making records requests unless directed to do so by the GSA Contracting Officer.
- d. For systems solutions and enhancements, as applicable, GSA will provide available technical data and artifacts related to the current solution.
  - 1. Technical artifacts may include, at a minimum:
    - Requirements Documents
    - Use Cases
    - Business Process Documents
    - Design Documents
    - Interface Control Documents
    - Service Specifications
    - Mapping Documents
    - Data Dictionaries

- Electronic Data Interchange (EDI) Transaction Specifications
- Solution Architecture Documentation
- Change Requests
- 2. The following technical data may include, at a minimum:
  - Requested data from the existing system, cleansed and transformed as required
  - Documentation of any data model customizations
  - Documentation of code extensions
  - Documentation of inbound and outbound interfaces
  - Finalized versions of system design documents such as (but not limited to) the Requirements Traceability Matrix (RTM), architecture, security, and other artifacts developed during the design and operation of the system
- 3. Documentation will be provided electronically. Code customizations which were developed as part of the system implementation, but which have been incorporated into core functionality will become available to any future purchaser of the system. GSA-specific extensions will be made available to GSA and successors.
- 4. The incumbent is not responsible for providing the following:
  - Knowledge transfer to successor teams, whether government or other contractor, beyond that provided in the system documentation described above
  - Assistance with migration of data to any successor system, beyond providing the format for export files along with the files to the successors
  - Data cleansing, aside from that which may be needed to correct data to meet validation rules
- 5. Technical documentation and associated artifacts for Defense Logistics Management System (DLMS) standards can be obtained from the following website: http://www.dla.mil/HQ/InformationOperations/DLMS/

# SECTION D PACKAGING AND MARKING

Not Applicable

# SECTION E INSPECTION AND ACCEPTANCE

### E.1 DELIVERABLES

The contractor shall provide electronic copies of each deliverable to the COR. Electronic copies shall be delivered via email attachment or other media by mutual agreement of the contractor and COR. The contractor shall use best commercial practices for formatting deliverables under this TO.

#### E.2 ACCEPTANCE OR REJECTION

The Government will provide written acceptance, comments and/or change requests, if any, within 10 business days of receipt by the Government of the initial deliverable.

Upon receipt of the government comments, the contractor shall have 10 business days to incorporate the government's comments and/or change requests and resubmit the deliverable in its final form to the COR.

All of the COR's or designated government personnel's comments regarding deliverables shall be incorporated in the second submission of the delivery. If a comment and/or change cannot be incorporated the contractor must demonstrate to the Government's satisfaction why such comments and/or changes should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the COR.

If the draft deliverable is adequate, the COR or designated government personnel may accept the draft and provide comments for incorporation into the final version.

Any deliverable(s) rejected by the Government for non-conformance will result in a pro-rata reduction of that deliverable in terms of the overall contract value for that year unless the contractor has received approval on the revised resubmitted deliverable within 60 days of the original submission date, unless otherwise stipulated by the Government.

#### E.3 FINAL DELIVERABLES

The Government will provide written notification of acceptance or rejection of all final deliverables within 20 business days. Absent written notification, final deliverables will be construed as accepted after 30 calendar days. Any notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

## E.4 ACCESS TO RECORDS AND DATA

The Government reserves the right to inspect, without notice, such records and data of the contractor as they pertain to this TO. Willful failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for terminating the contract for default under FAR 52.249-1, Termination for Default or for Convenience of the Government (Fixed Price).

# SECTION F DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

The PoP of the TO is a one-year base period from date of award, with four one-year option periods. An Option Period may be exercised only after the Contracting Officer conducts an annual evaluation in accordance with FAR Part 17.207 - Exercise of Options. Option exercise is not guaranteed.

The anticipated PoP (may be adjusted according to award date and performance start date) is as follows:

Base Period: November 1, 2019 through October 31, 2020 Option Period 1: November 1, 2020 through October 31, 2021 Option Period 2: November 1, 2021 through October 31, 2022 Option Period 3: November 1, 2022 through October 31, 2023 Option Period 4: November 1, 2023 through August 30, 2024

#### F.2 PLACE OF PERFORMANCE

The place of performance for this TO is 1800 F Street NW, Washington, DC 20405

Work shall be accomplished during normal business hours (Monday through Friday, 8 a.m. – 5:00 p.m.) in accordance with Section 3.0 of Section C above.

### F.3 DELIVERABLES

See Section 3.0 of the Performance Work Statement for delivery and performance information. As stated in Section 3.0, deliverables are due the next Government workday if the due date falls on a holiday or weekend.

# SECTION G CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION POINTS OF CONTACT

Contracting Officer	Carlton Benton
	Contracting Officer
	General Services Administration
	1800 F. Street
	Washington, DC 20405
	Email: carlton.benton@gsa.gov
	Phone: (703) 965-9578
Contracting Specialist	Sarah Duncan
	Contract Specialist
	General Services Administration
	1800 F. Street
	Washington, DC 20405
	Email: sarah.duncan@gsa.gov
	Phone: (202) 501-1569
Contracting Officer's Representative (COR)	To Be Determined (TBD)

### G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) assigned to this contract has the responsibility of ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this agreement. In addition, the CO is the only person authorized to approve changes to any of the requirements under this agreement, and notwithstanding any provision contained elsewhere in this agreement, the said authority remains solely with the CO.

The contractor must immediately request clarification from the CO when a question arises regarding the authority of any person to act for the CO under the agreement or when the contractor receives direction that appears outside the scope of the agreement.

Costs incurred that were not authorized by the CO and work outside the scope of the contract must be considered unallowable costs and will not be reimbursed by the Government.

### G.3 AUTHORITY OF COR

Only those Government Representatives (e.g. COR), as designated in writing by the CO, may provide technical or other interpretations in the performance of this contract. Technical interpretation will be provided only within the limits specified in this paragraph, as delineated in a letter of authority from the CO, or contained in Section G or elsewhere in this agreement.

As used herein, "technical interpretation" is defined as providing technical clarification, confirming the results of meetings, completing details in the form of work orders, pursuing certain lines of inquiry, or otherwise serving to accomplish the contract Performance Work Statement (PWS). Technical directions may be issued either verbally or in writing. Such technical direction must include or comply with the following:

- 1) Be consistent with the general scope of work and terms and conditions contained in the agreement.
- 2) Does not constitute assignment of new work or change the terms, conditions, or specifications of the agreement.
- 3) Does not constitute a basis, either directly or indirectly, that could result in a change in the pricing, quantity, quality, or period of performance as established in this agreement.

Technical direction that exceeds the authority listed above or the limits of specific letters of authority is invalid and will not be enforceable against the Government. Any costs incurred by the contractor in violation of this clause will be considered unallowable costs and will not be reimbursed by the Government.

### G.4 CONTRACT ADMINISTRATION

Administration of the TO will include but are not limited to the following:

- 1) Annual reviews of the TO
- 2) Surveillance in conjunction with COR to ensure the TO Contractor is complying with terms and conditions including, but not limited to, the following:
  - a) Use of the TO (GSA will rely on COR to evaluate whether items delivered, etc.)
  - b) Required delivery timeliness, which requires proof of inspection and acceptance as well as COR approved invoices. An itemized invoice shall be submitted at least monthly or upon expiration of this TO, whichever occurs first, for all deliveries made and for which payment has not been received. These invoices need not be supported by copies of delivery tickets.
  - c) Proper billing (invoice submitted per instructions on the delivery order (GSA's Credit and Finance Center).

# SECTION H SPECIAL CONTRACT REQUIREMENTS

#### H.1 PERSONAL SERVICES

No personal services shall be performed under this TO. No contractor employee will be directly supervised by the Government. All individual contractor employee assignments, and daily work direction, shall be given by the applicable contractor supervisor. If the contractor believes that any government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the contracting officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this TO. No contractor employee shall hold him or herself out to be a government employee, agent or representative of the government. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this TO, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the TO and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer.

The contractor shall ensure that all of its employees working on this TO are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the TO, including those related to the Government's right to inspect and accept the services to be performed under this TO. The substance of this clause shall be included in all subcontracts at any tier.

# **H.2 KEY PERSONNEL REQUIREMENTS**

- a. Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this TO. These are defined as "Key Personnel" and are those persons whose résumés must be submitted for evaluation as part of the proposal. The contractor agrees that such personnel shall not be removed from the TO work or replaced without compliance with paragraphs (b) and (c) hereof.
- b. If a key person for whatever reason becomes, or is expected to become, unavailable for work under this TO for a continuous period, 30 business days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the

- concurrence of the Contracting Officer or his authorized representative, promptly replace such person with personnel of at least substantially equal ability and qualifications.
- c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a complete résumé for the proposed substitute, and any other information requested or needed by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor, in writing, whether or not the request was approved.
- d. If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or are otherwise unavailable for the TO work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the TO or the services ordered, the TO may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage if it is determined that the contractor was at fault for the condition.

### H.3 COMMERCIAL SUPPLIER AGREEMENTS

**H.3.1** The Government understands that if commercial software tools are purchased in furtherance of this TO, those commercial software tools may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Supplier Agreements"). GSAM clause 552.212-4, Contract Terms and Conditions – Commercial Items (FAR DEVIATION) (February 2018) is controlling in regards to all commercial supplier agreements and unauthorized agreements.

The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate.

### H.4 PRESS RELEASE

The contractor shall not make any press releases pertaining to this procurement without prior Government approval and only in coordination with the CO.

### H.5 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply.

### H.6 NEW SOFTWARE

### H.6.1 RIGHTS IN NEW CODE

Notwithstanding the foregoing in **Section C**, Source, Object Executable and Run-Time Code, in order to ensure that the commercial software products and open source tools purchased or provided by the contractor under this TO meet the Government's needs, the contractor shall ensure that all associated Software Agreements permit the creation of new code and customizations and their delivery to the Government as and when required by the Government; vest the data rights to the new code and customizations exclusively in the Government; and do not restrict Government's right and ability, directly or indirectly, to use any and all versions of the new code and customizations installed at a Government facility and to further develop and distribute them, with no further royalties or other payments being due to the contractor or any other party. If the rights to the new code and customizations are not vested in the Government upon their creation, the contractor shall assign copyright in the new code and customizations to the Government as contemplated under the FAR clause at 52.227-17, Rights in Data – Special Works (Dec 2007) upon delivery.

# H.6.2 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE

In addition to technical data or computer software specified elsewhere in this TO to be delivered hereunder, the Government may, at any time during the performance of this TO, or within a period of three years after acceptance of all items (other than technical data or computer software) to be delivered under this TO or the termination of this TO, order any technical data or computer software generated in the performance of this TO or any subcontract hereunder. When the technical data or computer software is ordered, the contractor shall be reasonably compensated for converting the data or computer software into the prescribed form for reproduction and delivery.

The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from the contractor shall expire three years after the date the contractor accepts the last delivery of that item from that subcontractor under this TO. The Government's rights to use said data or computer software shall be pursuant to the FAR clause at 52.227-17, Rights in Data – Special Works (Dec 2007) and the clauses listed in **Section H**, Rights in Technical Data and Computer Software Developed Exclusively at Private Expense, of this TO.

# H.6.3 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE DEVELOPED EXCLUSIVELY AT PRIVATE EXPENSE

- (a) For the purpose of rights in data in the operation of this TO, the definitions, the treatment of unauthorized data markings, and the treatment of omitted markings shall be in accordance with paragraphs (a), (e), and (f), respectively, of the clause at FAR 52.227-14 in effect on the date of TO award.
- (b) To the extent that the deliverables under this TO are authorized by the PWS to contain either technical data or computer software developed exclusively at private expense, those data shall be subject to the Government's rights below for the specific category of data and shall be marked only in accordance with the following terms:
  - (1) Limited Rights Technical Data. This TO may identify and specify the delivery of limited rights data, or the CO may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of the clause at FAR 52.227-14 in effect on the date of TO award, in accordance with the notice:

## Limited Rights Notice

- - (1) Use (except for manufacture) by support service contractors.
  - (2) Evaluation by non-Government evaluators.
  - (3) Use (except for manufacture) by other contractors participating in the Government's program of which the specific TO is a part.
  - (4) Emergency repair or overhaul work.
  - (5) Release to a foreign Government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign Government.
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.
- (2) Restricted Computer Software.

This TO may identify and specify the delivery of restricted computer software, or the CO may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject

to paragraphs (e) and (f) of the clause at FAR 52.227-14 in effect on the date of TO award, in accordance with the notice:

Restricted Rights Notice  (a) This computer software is submitted with restricted rights under Government Task Order No
computer software are to be expressly stated in, or incorporated in, the TO.
(End of notice)
(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used instead:
Restricted Rights Notice Short Form
Use, reproduction, or disclosure is subject to restrictions set forth in TO No (and subcontract, if appropriate) with (name of Contractor and subcontractor). (End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(End of Clause)

### **H.8 INFORM PROCESS**

# A. Overview of the IN-depth Feedback through Open Reporting Methods (INFORM) Process

This solicitation is part of a pilot initiative designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process. INFORM seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting that is not required by statute or regulation. For purposes of this solicitation, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each offeror with the opportunity to participate in the INFORM process as further discussed below.

### B. Detailed Description of the INFORM Process

# B.1. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the Contracting Officer will issue written notices to the successful and the unsuccessful offerors (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

- All information required by statute or regulation;
- An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies;
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, rating, or score.

# B.2. Component 2 - Request for Oral Feedback Meeting or Written Questions

Within three business days after receipt of the notification of award, an offeror may, but is not required to:

• submit a written request to the Contracting Officer for an oral feedback meeting;

- submit a list of written questions to the Contracting Officer; or
- take no further action.

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the INFORM process is concluded and any subsequent request for a debriefing pursuant to FAR 15.506 will be considered a non-required debrief. The Contracting Officer may elect to grant a non-required debrief.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the Contracting Officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the Contracting Officer's response to the written questions will conclude the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to better assist GSA's preparation for the oral feedback meeting; and
- Preference for in-person, telephone, or web-based conferencing (if available).

### B.3. Component 3 - Oral Feedback Meeting

During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror;
- Explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

### B.4. Component 4 - Post Oral Feedback Meeting Questions

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by

the contracting officer, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 is concluded.

### C. Protests at the U.S. Government Accountability Office (GAO)

In light of the additional opportunities afforded to offerors under the INFORM process and in recognition of certain filing timeframes associated with the bid protest system, offerors should be cognizant of the following <u>likely</u> timeframes for pursuing a protest in accordance with FAR Part 33 and Title 4 of the Code of Federal Regulations, Part 21:

- If the offeror does not either timely request an oral feedback meeting or submit a list of written questions, the offeror may have ten calendar days after the offeror receives the NLES (refer to Component 1) to file a GAO protest;
- If the offeror submits written questions in lieu of requesting an oral feedback meeting, the offeror has ten calendar days after the offeror receives the written response from the contracting officer to file a GAO protest;
- If the offeror requests an oral feedback meeting <u>AND</u>:
  - o if the offeror elects not to submit a list of written follow-up questions, the offeror may have ten days after the date the debriefing is held to file a GAO protest;
  - o if the offeror elects to submit a list of written follow-up questions, the offeror may have ten calendar days after the offeror receives the written response from the contracting officer to file a GAO protest.

GSA acknowledges that parties cannot agree to extend the GAO's timeliness regulations found at Title 4 of the Code of Federal Regulations, Part 21; therefore, nothing in this solicitation purports or otherwise seeks to modify the timeliness regulations, in particular 4 C.F.R. § 21.2(a)(2). Rather, GSA has sought to clarify various time periods during the protest cycle and specifically caution that offerors might jeopardize (whether intentionally or inadvertently) their ability to file a protest at GAO if they elect to follow the INFORM process through to its conclusion.

Notwithstanding anything to the contrary in this solicitation, the agency retains its right and discretion to authorize contract performance pursuant to, among others, FAR 33.104(c)(2) and (c)(5).

# SECTION I CONTRACT CLAUSES

The terms and conditions herein and the terms and conditions of the 8(a) STARS II GWAC Contract are incorporated into this TO.

# SECTION J ATTACHMENTS

Attachment 1: Quality Assurance Surveillance Plan (QASP)

# SECTION K REPRESENTATIONS AND CERTIFICATIONS

# 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <a href="https://www.sam.gov">https://www.sam.gov</a>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u)) of this provision.

(a) *Definitions*. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under <u>6 U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of <u>6 U.S.C. 395(c)</u>.

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

### "Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically
  - i. (i) To restrict the free flow of unbiased information in Iran; or
  - ii. (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more servicedisabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <a href="http://www.sam.gov">http://www.sam.gov</a>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR <a href="52.212-3">52.212-3</a>, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are

\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
  - (1) *Small business concern*. The offeror represents as part of its offer that it  $\Box$  is,  $\Box$  is not a small business concern.
  - (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph(c)(1) of this provision.] The offeror represents as part of its offer that it  $\square$ is,  $\square$ is not a veteran-owned small business concern.
  - (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  $\Box$  is,  $\Box$  is not a service-disabled veteran-owned small business concern.
  - (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  $\Box$ is,  $\Box$ is not a small disadvantaged business concern as defined in 13 CFR124.1002.
  - (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  $\Box$  is,  $\Box$  is not a women-owned small business concern.
  - (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-
    - (i) It  $\Box$  is,  $\Box$  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

- (ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-
  - (i) It  $\Box$  is,  $\Box$  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  $\square$  is a women-owned business concern.
- (9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph(c)(1) of this provision.] The offeror represents, as part of its offer, that—
  - (i) It □is, □is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in

ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It $\Box$ is, $\Box$ is not a HUBZone joint venture that complies with the		
requirements of 13 CFR Part 126, and the representation in paragraph		
(c)(10)(i) of this provision is accurate for each HUBZone small business		
concern participating in the HUBZone joint venture. [The offeror shall enter		
the names of each of the HUBZone small business concerns participating in		
the HUBZone joint venture:] Each HUBZone small business		
concern participating in the HUBZone joint venture shall submit a separate		
signed copy of the HUBZone representation.		

(d)Representations required to implement provisions of Executive Order11246-

- (1) Previous contracts and compliance. The offeror represents that-
  - (i) It  $\Box$  has,  $\Box$  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It  $\Box$  has,  $\Box$  has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
  - (i) It  $\Box$  has developed and has on file,  $\Box$  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
  - (ii) It  $\Box$  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 <a href="http://uscode.house.gov/">http://uscode.house.gov/</a> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

- (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR <u>52.225-3</u>, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
  - (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product,"

"Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

Line Item No.	Country of Origin

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
- (2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.	

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

Line Item No.	Country of Origin

[List as necessary]

- (5) *Trade Agreements Certificate*. (Applies only if the clause at FAR <u>52.225-5</u>, Trade Agreements, is included in this solicitation.)
  - (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
  - (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

### Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The

Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
  - (1)  $\square$  Are,  $\square$  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - (2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
  - (3)  $\Box$  Are,  $\Box$  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
  - (4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
    - (i) Taxes are considered delinquent if both of the following criteria apply:
      - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
      - (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

### (ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not

a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
  - (1) Listed end products.

Listed End Product	Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
  - (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
  - (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
  - (1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) □ Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
  - (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  $\Box$  does  $\Box$  does not certify that—
    - (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
    - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
    - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used

for these employees and equivalent employees servicing the same equipment of commercial customers.

- (2) Certain services as described in FAR  $\underline{22.1003-4}(d)(1)$ . The offeror  $\square$  does  $\square$  does not certify that-
  - (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
  - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
  - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
  - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN)* ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements

described in FAR  $\underline{4.904}$ , the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

	TIN:
	TIN has been applied for.
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
	Offeror is an agency or instrumentality of a foreign government;
	Offeror is an agency or instrumentality of the Federal Government.
$(4) Ty_{i}$	pe of organization.
	Sole proprietorship;
	Partnership;
	Corporate entity (not tax-exempt);
	Corporate entity (tax-exempt);
	Government entity (Federal, State, or local);
	Foreign government;
	International organization per 26 CFR1.6049-4;
	Other
(5) <i>Co</i>	ommon parent.
	Offeror is not owned or controlled by a common parent;
	Name and TIN of common parent:
Name	<del>.</del>
TIN	

- (m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n)Prohibition on Contracting with Inverted Domestic Corporations.
  - (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
  - (2) Representation. The Offeror represents that—
    - (i) It □is, □ is not an inverted domestic corporation; and
    - (ii) It □is, □is not a subsidiary of an inverted domestic corporation.
- (o)Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
  - (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
  - (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
    - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
    - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
    - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a>).
  - (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g.,  $\underline{52.212-3}$ (g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
  - (1) The Offeror represents that it  $\Box$  has or  $\Box$  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
  - (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:
Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code:
Highest-level owner legal name:
(Do not use a "doing business as" name)

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
  - (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
    - (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

## (2) The Offeror represents that-

- (i) It is  $\Box$  is not  $\Box$  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is  $\Box$  is not  $\Box$ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at <u>52.204-</u>16, Commercial and Government Entity Code Reporting.)
  - (1) The Offeror represents that it  $\Box$  is or  $\Box$  is not a successor to a predecessor that held a Federal contract or grant within the last three years.
  - (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

- (s) [Reserved].
- (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
  - (1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional

if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

- (2)Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
  - (i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
  - (ii) The Offeror (itself or through its immediate owner or highest-level owner) □does, □does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
  - (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_\_\_.

(u)

- (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

# SECTION L INSTRUCTIONS, CONDITIONS, NOTICE TO RESPONDENTS

#### L.1 SUBMISSION OF QUOTE

Quotations must be submitted on a Firm Fixed Price (FFP) basis. The quotation must include the following information and any other relevant information, including any exceptions or assumptions related to this requirement.

A complete quotation must consist of:

- A. Cover Page
- B. Volume 1 Contract Data
- C. Volume 2 Technical Submission
  - i. Factor One Technical Capability
  - ii. Factor Two Qualifications of Staff
  - iii. Factor Three Experience
  - iv. Factor Four Past Performance
- D. Volume 3 Price Submission

Quotations must include all of the above volumes and must be submitted via the GSA eBuy system no later than **Monday**, **September 16**, **2019 at 10:00 AM Eastern Time**. All Amendments issued, if any, must be signed and submitted with the Offeror's quotation.

*Note 1:* Offerors assume full responsibility for ensuring that quotations are received by the date and time specified above. **The Government reserves the right to not accept any late quotations.** 

*Note 2:* Offerors are responsible for ensuring their SAM account is active and accurate. SAM.gov registration--SAM.gov registration is required to be current/active as of the date/time set of proposal submission. Registration and completion of required representations and certifications should be accomplished at https://www.sam.gov.

Should the offer include any company specific terms and conditions that conflict with the terms and conditions of this RFQ, the RFQ terms and conditions will control.

#### L.2 NUMBER OF AWARDS

GSA plans to award one TO from this solicitation.

#### L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS

GSA will not pay, nor is liable for, any costs incurred during the preparation or submission of any quotation, or other response, to this solicitation or in making necessary studies for the

preparation thereof or any other costs associated with a response or quotation in response to this solicitation.

#### L.4 RESPONSIBLE PROSPECTIVE CONTRACTORS

An offeror must be found responsible prior to award of the TO. To determine responsibility, the CO must find, at a minimum, that the offeror:

- Has or can obtain adequate financial resources to perform a contract;
- Has the ability to meet any required or proposed delivery schedules;
- Has a satisfactory performance history;
- Has a satisfactory record of integrity and proper business ethics;
- Has appropriate accounting and operational controls that may include, but are not limited to: production control, property control systems, quality assurance programs, and appropriate safety programs; and
- Is qualified and eligible to receive an award under applicable laws or regulations.

#### L.5 COMMUNICATIONS WITH OFFERORS

Potential offerors may begin submitting questions and comments immediately after release of the solicitation through **Tuesday**, **September 03**, **2019**, **at 4:30 PM Eastern Standard Time**. Offerors must submit all questions and comments via email to **carlton.benton@gsa.gov** and **sarah.duncan@gsa.gov**. No other method of submitting questions or comments is acceptable.

Responses to questions and comments will be posted on or before Friday, September 06, 2019, at 4:30 PM Eastern Standard Time. The source of questions will not be identified.

#### L.6 NON-GOVERNMENT PERSONNEL PARTICIPATION

All contractors are notified that GSA may have contractor support personnel who may serve as advisors to GSA evaluation personnel during the evaluation phase of this acquisition review any quotations or other information submitted in response to this solicitation. All non-Government personnel and their corporations have signed, or will sign before the evaluation process begins, non-disclosure agreements. The exclusive responsibility for source selection, however, remains with GSA.

#### L.7 QUOTATION ACCEPTANCE

Only one, latest in time (but prior to the final submission date and time noted above) quotation from each offeror will be considered.

The offeror agrees to hold its quotation (both technical and price) firm for 90 calendar days from the date specified for receipt of quotations. Quotations will not be returned to offerors.

#### L.8 QUOTATION SUBMISSION REQUIREMENTS

All quotations must be submitted electronically via the GSA eBuy system. Each quotation must be single-spaced and typewritten in 12-point Times New Roman font. Each quotation must be in .doc or .docx format. Each page of the quotation must be separately numbered and must be no more than 50, 8½" by 11" pages in total. The Government will only evaluate the first 50 pages. Any pages exceeding the limitation will not be evaluated. The 50 page limit does not apply to the pricing volume or the Representations and Certification clause required for submittal in Section K. The division of pages between volumes is within the discretion of the offeror.

The size limitation for quotation submissions is 25MB (megabytes) per email (message plus attachments). All quotation documents for each volume shall be submitted on the same date prior to or on the date identified herein Offerors are not permitted to submit quotation documents as they are completed or on different/varying dates.

GSA is not responsible or liable for incomplete and/or late quotation submissions due to technical difficulties in transmission of messages and/or documents exceeding the 25MB per email size limit. It is recommended that Offerors not wait until the last day/hours to attempt to submit a quotation.

#### L.9 VOLUME 1 – CONTRACT DATA

Volume 1 must be submitted at the time/date set forth under paragraph L.1.

#### L.9.1 Content

Volume 1 shall include all information listed below.

Contents Volume 1 – Contract Data				
Tab 1	Cover Page to Offer and Quotation Checklist			
Tab 2	Table of Contents for Volume 1			
Tab 3	Standard Form (SF) 1449, Completed and Signed (not including blocks 19-24), Amendments to SF 1449			
Tab 4	Completion of all Section K Representations and Certifications			
Tab 5	SAM.gov Registration, to include up-to-date and completed online representations and certifications			
Tab 6	Complete and executed copy of any Joint Venture (JV)  Agreement (as applicable)			
Tab 7	Subcontractor Letters of Commitment – fully signed/executed			
Tab 8	Organizational Conflict of Interest (OCI) Disclosure Certification			
Tab 9	Documentation illustrating the offeror has an 8(a) STARS II GWAC contract			

#### L.9.2 Contract Data: Tab Specific Notes

- There are no specific notes for Tabs 1-4.
- Tab 5: SAM.gov Registration--SAM.gov registration is required to be current/active as of the submission deadline date/time as set forth under section L.1. Registration and completion of required representations and certifications should be accomplished at https://www.sam.gov. There is no submission requirement for proof of registration; the GSA CO will verify required information and proof of completion directly from SAM.gov.
- Tab 6: Joint Venture Agreements (JV)--JVs must be registered as a single entity within SAM.gov and be current/active as of the date/time set forth under section L.1.
- Tab 7: There are no specific notes for Tab 7.
- Tab 8: Organizational Conflict of Interest (OCI) Disclosure Certification--The CO has determined that potential conflicts of interest, as described in FAR 9.505, may occur in this procurement. Offerors, and any significant subcontractor/team member/consultant, must disclose any known or potential OCI which presently exists or may exist at the time of award. If OCI(s) exist, offeror's must provide a copy of their firm's policy and procedures for tracking, reporting, mitigating, neutralizing, and evaluating OCIs. The government shall be the sole determiner of the existence of an OCI in accordance with the principles established under FAR Subpart 9.5- Organizational and Consultant Conflicts of Interest. Failure to disclose a known or potential OCI may be cause for rejection of the Quotation. If the information provided or otherwise obtained by the government reveals the presence of a significant OCI which prevents the offeror from being able to perform this contract, the offeror may be eliminated from further consideration for contract award.
- Tab 9: Offer must demonstrate that it holds an active and current 8(a) STARS II GWAC contract.

#### L.10 VOLUME 2 - TECHNICAL SUBMISSION

#### L.10.1 Instructions for Phase I – Technical Volume (Volume 2)

NOTE: Volume 2 must be submitted at the time/date set forth under section L.1.

Quantity: Offerors shall submit an electronic copy of Volume 2 in the format indicated in section L.8. Blank tabbed pages containing no substantive proposal data are not included in the page limitations.

#### L.10.2 Content

Volume 2 shall include only the technical information described below. Volume 2 must include a table of contents and must fully address each of the technical factors. Failure to address any factor within the technical volume may result in a determination by the CO that the quotation is non-responsive and may be removed from further consideration. Factors and sub factors, as applicable, directly correlate to the evaluation criteria outlined in the solicitation.

Contents of Phase I Technical Volume (Volume 2)					
Tab 1 Table of Contents					
Tab 2	Factor 1	Technical Capability			
Tab 3	Factor 2	Qualifications of Staff			
Tab 4	Factor 3	Experience			
Tab 5	Factor 4	Past Performance			

Page Limitation: Volume 2 is limited to 50 pages, as noted above in paragraph L.8. The Government will only evaluate the first numbered 50 pages. Any pages exceeding the limitation will not be evaluated.

#### Factor One: Technical Capability

Each offeror must provide a clear, concise, and complete narrative describing how its quotation satisfies the requirements stated in the solicitation. Each task, including tasks associated with optional line items in Section B, must be addressed. Offerors must demonstrate their understanding of and ability to successfully accomplish the requirements, and fully describe the implementation approach to meet the tasks. Quotations must include sufficient detail to demonstrate the methodology that will be employed to ensure effective project execution, consistency, and communication.

Each offeror must also demonstrate how the offeror will comply with the QASP.

#### Factor Two: Qualifications of Staff

Each offeror must provide written qualifications of the offeror's key personnel and technical staff, the offeror's onsite person or supervisor, and the offeror's on-site workers including the required team leaders listed in Section C.2. The offeror shall submit résumés for key personnel; and may submit résumés for employees assigned to each Task (1, 2, 3, 4, 5, and 6) listed in the solicitation; however, the résumés are not a substitute for the required written narrative describing the qualifications of the offeror's technical staff, offeror's onsite person or supervisor, and the offeror's on site workers. Information on key personnel should include, but is not limited to, their education and experience level in Government supply chain management, project management, and cloud-based systems solutions.

The offeror must submit a subcontracting plan if use of a subcontractor is anticipated. However, a subcontracting plan is not required as this is a total small business set-aside and, therefore, all offerors will fall under the small business exemption under FAR 19.702(b)(1).

Each offeror must demonstrate that the assigned employees to the projects can complete all tasks as described in this RFQ.

The project manager must have a BS/BA degree in Engineering or Program/Project Management or a related field with Project Manager Support certifications and at least 10 years of experience in project management. The experience and qualifications must clearly demonstrate the ability to manage up to three or four overlapping projects, similar to those requested in this RFQ.

Each offeror must demonstrate that all assigned employees meet qualifications for the security requirements in Section H of the RFQ.

## **Factor Three: Experience**

In response to this factor, the offeror shall provide a narrative description of its experience directly related to the requirements listed in Section C.

#### **Factor Four: Past Performance**

Each offeror must provide the name, address, telephone number, fax number, and email address of the associated Contracting Officer's Representative (COR) or other appropriate Point of Contact for up to three projects that are similar in size, scope, and complexity. Each project must be ongoing or have been completed within three years prior to the closing date of the RFQ.

Each offeror must list any contract under which it received a cure notice, show-cause letter, and/or was terminated for cause or convenience within the past three years. Each offeror must also report any actions for suspension or debarment (regardless of the outcome) that either began or concluded within the past three years. The offeror must briefly explain the facts and circumstances in each such instance. Failure to disclose such an incident may result in the Contracting Officer determining that the quotation is non-responsive and removed from further consideration.

The Government reserves the right to obtain and use past performance information from sources other than those identified by the offerors.

#### L.11 VOLUME 2 - PRICE SUBMISSION

#### L.11.1 Instructions for Phase II—Price Volume (Volume 3)

Offerors shall submit an electronic copy of Volume 3 in the format described under section L.8. There are no page limitations for Volume 3. Volume 3 must be submitted at the time/date set forth under Section L.1.

Quantity: As noted in Section L.8., the 50 page limitation does not apply to the Price Volume.

#### L.11.2 Contents

Contents of Phase II Pricing Volume (Volume 3)					
Tab 1 Table of Contents – Volume 3					
Tab 2	Factor 5, Price – Pricing Data				
Tab 3 Factor 5, Price - Supporting Documentation					

The Price Volume must address all requirements listed in the solicitation, to include labor category rates as well as the total hours and dollar amounts proposed. All offerors must provide information on its GWAC contract including pricing per labor category and any all other charges that relate to its GWAC contract that flow down to this TO.

The offeror must provide the labor category titles, rates, and hours necessary to perform the requirements for each task and optional task. The quotation must also include the total FFP proposed per task per contract year, and total contract price (FFP) per contract year. Prices must be in U.S. currency.

Pricing per task and total contract price will be incorporated into Section B of the contract if awarded.

Technical information shall not be included in any portion of the price volume.

#### SECTION M EVALUATION FACTORS FOR AWARD

#### M.1 EVALUATION FACTORS

Quotations will be evaluated according to the submission requirements identified in this solicitation.

GSA will evaluate quotations and make an award based on a best value trade-off determination after an evaluation of non-price factors and price is completed. The non-price factors, combined, are significantly more important than price. Technical Capability is the most important factor among the non-price factors. Technical Capability is more important than Qualifications of Staff. Qualifications of Staff is more important than Experience. Experience is more important than Past Performance.

As the quotation's non-price factors become more equally rated, price will become the determining factor.

Note: Any quotation that does not receive a technical rating of "Acceptable" or better for Technical Factors 1, 2, and/or 3, and/or receives a rating of "Not Relevant" for Technical Factor 4, may be determined to be unawardable and removed from further consideration, and will not be further evaluated.

#### M.1.1 Evaluation Factors for Volume 1 – Contract Data

Volume 1 will not be evaluated against specific factors and will not receive an adjectival rating, but will be evaluated to determine the offeror's responsiveness to the solicitation requirements. Volume 1 will also be reviewed for completeness and accuracy. Information include in, or excluded from, Volume 1 (and any other Volume submitted as part of the offeror's overall Technical or Price Quotation) may be used by the CO to make a determination of contractor responsibility prior to contract award, as required under FAR 9.103.

# M.1.2 Phase 1 Evaluation Ratings for Volume 2 - Factors 1 (Technical Capability), 2 (Qualifications of Staff), and 3 (Experience)

Evaluators will follow the specific evaluation standards noted for each evaluation factor and summarize their Phase I evaluations using the following adjectival rating table. Evaluators will select the adjectival rating that most closely reflects the assessment of the technical factors and sub factors in each quotation based on the established evaluation criteria. The standards that will be used in evaluating quotations for technical factors 1, 2, and 3 are:

Outstanding	The Quotation significantly exceeds minimum performance or capability requirements. There are numerous strengths and no weaknesses or weaknesses are considered insignificant and have
	no apparent impact on performance. Risk of unsuccessful

	performance is low.				
Very Good	The Quotation demonstrates the vendor's capability to deliver performance in a manner that exceeds some of the minimum requirements and otherwise meets all requirements outlined in the solicitation. Minor weaknesses may exist, but are outweighed by noted strengths. The risk of unsuccessful performance is low.				
Acceptable	The Quotation meets and may, in some instances, exceed requirements and indicates a thorough approach and understanding of the requirements. There are some strengths and those strengths offset the identified weaknesses. The risk of unsuccessful performance is no worse than moderate.				
Unacceptable	The Quotation is inadequate and does not meet minimum performance or capability requirements outlined in the solicitation; it did not demonstrate the ability to meet the requirements and/or shows a lack of fundamental experience. The weaknesses outweigh any strengths and/or the Quotation contains a deficiency and/or major weaknesses exist that adversely impact the performance. The risk of unsuccessful performance is high.				

#### **Definitions for Evaluation Factors 1, 2 and 3.**

The following definitions will be used in the evaluation of quotations:

- **Deficiency**: A material failure of a quotation to meet a government requirement or a combination of significant weaknesses in a quotation that increases the risk of unsuccessful contract performance which makes an award unlikely.
- **Strength:** An aspect of a quotation that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the government during contract performance
- **Major Weakness:** An aspect of a quotation that does not meet specified performance or capability requirements such that it will be disadvantageous to the government and may severely impact performance.
- **Weakness:** An aspect of a quotation that does not meet specified performance or capability requirements such that it will be disadvantageous to the government but is easily addressable and does not substantially impact performance.
- **High Risk:** Likely to cause significant disruption of schedule, increased cost or degradation of performance. Risk may be unacceptable even with special emphasis and close government monitoring.

- **Moderate Risk:** Can potentially cause disruption of schedule, increased cost, or degradation of performance. Special emphasis and close government monitoring will likely be able to overcome difficulties.
- Low Risk: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal government monitoring will likely be able to overcome any difficulties.

#### M.1.3 Phase 1 Evaluation Ratings for Factor 4 - Past Performance

The Government's evaluation will include an analysis of the offeror's experience and past performance on contracts with commercial entities or federal, local, or state governments that are ongoing or have been completed within the three years prior to the closing date of the RFQ.

The Government will evaluate the offeror's past performance based upon information provided by the offeror and the questionnaires the CO may send to the references identified in the quotation. The Government reserves the right to consider past performance information not included in the quotation.

The evaluation of past performance will involve a two-step rating process. First, the government will evaluate the past performance record to determine the relevancy of the performance and, second, the government will determine its confidence level in the offeror's ability to perform the work requested in this solicitation, based upon the relevant past performance record.

First, the government will use the following relevancy ratings in its evaluation of recent ongoing and recently completed contracts that make up the proposer's past performance record:

Rating	Description			
Very Relevant	Past performance record reflects performance that was of essentially the same scope and magnitude of effort and complexity as required in this solicitation.			
Relevant	Past performance record reflects performance that involved similar scope and magnitude of effort and complexity as required in this solicitation.			
Somewhat Relevant	Past performance record reflects performance that involved some of the magnitude of effort and complexity as required in this solicitation.			
Not Relevant	Past performance record reflects performance that involved little or none of the scope and magnitude of effort and complexity as required in this solicitation.			

Second, the government will assign a single performance confidence rating for each quotation. The performance confidence rating represents the evaluation of an offeror's recent on-going and recently completed past performance that was found to be Somewhat Relevant to Very Relevant.

This performance confidence evaluation will result in a rating indicating the government's confidence in the offeror's probability of successful performance of the TO.

If a quotation received a rating of Not Relevant, the quotation may be determined to be unawardable and removed from further consideration and evaluation. If no relevant past performance history exists, the government will rate the quotation Unknown Confidence (Neutral). Confidence ratings are as follows:

Rating	Description					
Confident	Based on the past performance record, the government has a high expectation that the offeror will successfully perform the required effort. The offeror's previously awarded contract(s) are relevant to highly relevant. The offeror's past performance of relevant to					
	highly relevant contract(s) met contractual requirements and					
	exceeded many to the government's benefit. The past performance record was either consistently of the highest quality or exhibited a trend of becoming so.					
Somewhat Confident	Based on the past performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort. The offeror's previously awarded contract(s) are					
	relevant and met contractual requirements. The past performance of these relevant contracts was accomplished with a few or very minor problems for which corrective actions proposed or taken by the offeror were or are expected to be effective. The past performance					
	record was either consistently of adequate or better quality or exhibited a trend of becoming so.					
No Confidence	Based on the past performance record, the government has no expectation that the offeror will be able to successfully perform the required effort. The offeror's past performance record was no greater than somewhat relevant. The offeror's past performance					
	record did not meet most contractual requirements. The past performance record reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions, or					
	for which proposed or implemented corrective actions were, or are expected to be, mostly ineffective. The past performance record reflected consistently poor quality.					
Unknown Confidence	No past performance record is available, or the offeror's past					
(Neutral)	performance record is so sparse that no meaningful confidence rating can be reasonably assigned.					

#### M.2 PHASE II - PRICE EVALUATION

GSA will confirm that the prices offered are fair and reasonable. Any quotation with pricing determined not fair and reasonable may be rejected as unacceptable.

In conducting the price evaluation, GSA will evaluate only the information contained in the price quotation and supporting information. Therefore, the burden is on the offeror to provide a complete and thorough quotation supporting its pricing. Best prices are encouraged in the initial quotation as GSA may elect to move directly to award.

#### M.3 NOTICE REGARDING EVALUATION OF OPTIONS

Option period pricing will be evaluated at the time of initial award in accordance with FAR 52.217-5 Evaluation of Options, for reasonableness, and determine whether prices are unbalanced, among other factors. Pricing must include the pricing for each item for the base year and each option period. Any contractor failing to provide pricing for the base year and each option year will be considered non-responsive and removed from further consideration. An offer may be rejected if the contracting officer determines that a lack of balance poses an unacceptable risk to the government. The six-month extension period, authorized by FAR 52.217-8, will not be included in the total evaluated price. Evaluation of option periods shall not obligate the Government to exercise the options.

#### M.4 COMMUNICATIONS/DISCUSSIONS WITH OFFERORS

Until a formal notice of award is issued, any communication by the Government, whether written or oral, shall not be interpreted as a promise that an award will be made.

The Government may make an award without holding discussions and based upon initial proposals; however, the Government reserves the right to hold discussions, if the Government determines it is appropriate to do so.

AMENDMENT OF SOLICITATION/	MODIFICATION (	OF CONTRACT	CONTRACT ID CO	DDE F	PAGE 1	OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT	NUMBER	(If applicable)
Amendment 001	See Block 16C					
6. ISSUED BY CODE		7. ADMINISTERED BY (	If other than Item 6)	CODE		
GSA FAS Office of General Supplies and S Office of Acquisition Management Internal and Emergency Acquisition Division 1800 F Street NW, Washington DC 20405-	n			L		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street	et_county_State and ZIP Co	ode)	(X) 9A. AMENDME	NT OF SOLICIT	ATION NI	IMBER
			RFQ139059 9B. DATED (SE 08/22/2019 10A. MODIFICA	93 EITEM 11) TION OF CONT		
CODE	CILITY CODE		,	,		
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
(a) By completing items 8 and 15, and returning 1 or (c) By separate letter or electronic communication which inc RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI by virtue of this amendment you desire to change an offer alre communication makes reference to the solicitation and this an 12. ACCOUNTING AND APPROPRIATION DATA (If required)	cludes a reference to the sol IPT OF OFFERS PRIOR TO eady submitted, such change nendment, and is received p	THE HOUR AND DATE SPE e may be made by letter or el	nbers. FAILURE OF YO ECIFIED MAY RESULT ectronic communication,	OUR ACKNOWLE IN REJECTION	EDGMEN <sup>®</sup> OF YOUR	T TO BE R OFFER. If
		DIFICATIONS OF CO R NUMBER AS DESC				
A. THIS CHANGE ORDER IS ISSUED PURS NUMBER IN ITEM 10A.	SUANT TO: (Specify author	ity) THE CHANGES SET FO	RTH IN ITEM 14 ARE M	IADE IN THE CO	ONTRACT	ORDER
B. THE ABOVE NUMBERED CONTRACT/O appropriation data, etc.) SET FORTH IN I	TEM 14, PURSUANT TO TH	HE AUTHORITY OF FAR 43.		s changes in pay	ing office,	,
C. THIS SUPPLEMENTAL AGREEMENT IS  D. OTHER (Specify type of modification and		NT TO AUTHORITY OF:				
D. OTHER (Specify type of mounication and	auuony					
	s required to sign this	-		s to the issui	ing offic	e.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized The purpose of this amendment is as follows:	/s:					
A. Incorporate changes, which correct mine attached to this amendment for clarity.  B. FAR clause 52.204-24 and provision 52.  C. A revised Standard Form (SF) 1449 is in D. All other terms and conditions remain un	204-25 are added to	o the solicitation. solicitation.		Tracked cha	anges a	are
Except as provided herein, all terms and conditions of he doc	cument referenced in Item 9A	A or 10A, as heretofore chang	jed, remains unchanged	and in full force	and effec	t.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF		CER (Type or pr	rint)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF			16C D	ATE SIGNED
		CARLTON BENTO				6/2019
(Signature of person authorized to sign)		(Signatur	e of Contracting Officer)			

Previous edition unusable

## **Attachment 1**

# **Performance Management**

# **Program Support for GSS' Business Operations Support Division General Services Administration**

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

#### 1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

#### 2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Carlton Benton

Organization: GSA, Federal Acquisition Services, General Supply and Services, Internal and

**Emergency Acquisition Division** 

Telephone: 703-965-9578

Email: carlton.benton@gsa.gov

b. Contract Specialist (CS) - The CS acts as an acquisition consultant and serves as liaison between the CO and the awardee.

Assigned CS: Sarah Duncan

Organization: GSA, Federal Acquisition Services, General Supply and Services, Internal and

**Emergency Acquisition Division** 

Telephone: 202-501-1569

Email: sarah.duncan@gsa.gov

c. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the

CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

Assigned COR: TBD Telephone: TBD Email: TBD

#### d. Other Key Government Personnel:

Title: TBD
Telephone: TBD
Email: TBD

#### 3. CONTRACTOR REPRESENTATIVES

The following employees of the contractor serve as the contractor's Program Manager and Task Manager for this contract.

#### a. Program Manager

Title: TBD
Telephone: TBD
Email: TBD

#### b. Task Manager

Title: TBD
Telephone: TBD
Email: TBD

#### c. Other Contractor Personnel

Title: TBD
Telephone: TBD
Email: TBD

#### 4. PERFORMANCE STANDARDS

The required performance standards are included in the Performance Requirements Summary table below.

#### 5. PERFORMANCE ASSESSMENT

The government shall inspect and evaluate the contractor's performance to ensure services are received in accordance with requirements set forth in this solicitation. The COR will use the contractor's work schedule or modified version thereof to record validation results. Results of the validation then become the official record of the Contractor's performance. When a performance

threshold has not been met or contractor performance has not been accomplished, the COR will initiate and provide the CO a Performance Assessment Report (PAR) for issuance to the contractor. The contractor shall respond to the PAR instructions provided and return it to the CO within 10 calendar days of receipt. The government will rely to the maximum extent on the Contractor's Quality efforts to ensure requirements are met with periodic validation of the contractor quality system by the COR.

#### 6. QUALITY CONTROL

The contractor shall develop and maintain a quality control program/plan to ensure compliance with the requirements set forth in the solicitation and listed in this QASP. The contractor shall develop and implement procedures to identify, prevent, and ensure nonperformance and continual repeat of defective service does not occur.

#### 7. SURVEILLANCE TECHNIQUES/INSPECTION

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The primary methods of surveillance are:

Random monitoring – Monitoring shall be performed by the CO, CS, or COR as the designated inspectors.
Periodic Inspection – CO, CS, or COR shall typically perform periodic inspections on a monthly basis, but may be at varied intervals, as deemed necessary.
User Survey - Random survey (provided by the portal provider) is conducted to solicit use satisfaction.
Customer feedback/complaints – If customer feedback/complaints are received or indicated, the CO, CS, or COR shall inspect performance of services to resolve and/or document the feedback or incident.

#### 8. CUSTOMER FEEDBACK

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the CO or CS as opposed to the contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

#### 9. CUSTOMER COMPLAINTS

Not meeting the threshold for performance objectives in any one month period shall result in a warning or letter of concern from the CO. Not meeting the threshold for performance objectives for any two, or more consecutive or non-consecutive months during a contract period shall constitute an immediate Progress Meeting with the CO, CS and COR.

#### 10. QUALITY ASSURANCE DOCUMENTATION

The Government's QA surveillance, accomplished by the COR, will be reported using the monitoring forms attached to this QASP. The forms, when completed, will document the Government's assessment of the contractor's performance under the contract by comparing the progress of completed performance measures to ensure that the required results are being achieved. The COR will retain a copy of all completed QA surveillance forms.

The Government will use the monitoring methods cited to determine whether the performance standards, service levels, and/or Acceptable Quality Levels (AQLs) have been met. If the contractor has not met the minimum requirements, he/she may be asked to develop a corrective action plan to show how and by what date the required performance levels will be met.

#### 11. REPORTING

At the end of each quarter, the COR will prepare a written report for the Contracting Officer summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the contractor-submitted quarterly report and the completed QA monitoring forms, will become part of the QA documentation. It will enable the Government to demonstrate and/or determine whether the contractor is meeting the stated objectives and/or performance standards including customer satisfaction, with regard to the contract requirements.

#### 12. REVIEWS AND RESOLUTION

The Contracting Officer may require the contractor's project manager, or a designee, to meet with the Contracting Officer and COR, when deemed necessary, to discuss performance.

The COR must coordinate and communicate with the contractor to resolve issues and concerns regarding performance.

Performance that does not meet the standards as set forth in this QASP and/or the requirements of the contract may result in contract termination.

#### 13. PERFORMANCE REQUIREMENTS

**Performance Standards Quality Levels.** The following table provides the required contract performance standards and associated requirements.

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Standard	Acceptable Quality Levels	Method of Surveillance	Incentive
Timely Submission of Reports and Deliverables	Submission of accurate reports within established timelines	97% timely submission	Review of all reports – 100% inspection	Positive: Continued Performance Eligibility Negative:
Customer Satisfaction	Satisfactory/ Unsatisfactory	95% of customer evaluations indicate satisfactory performance	Semi-annual evaluation of teams' cost, schedule, technical performance via contract with sample contract users. Evaluation of customer complaints.	Positive: Continued Performance Eligibility  Negative: Potential Cancellation
Ensure coverage of contract personnel to cover contract requirements	Personnel demonstrate adequate skills and knowledge, qualifications to complete required tasks	95% of customer evaluations indicate satisfactory performance	Customer surveys/feedback	Positive: Continued Performance Eligibility  Negative: Potential Cancellation
Overall project support on new project initiatives led by GSS/BOS, from planning to close out	Support provided during each phase of the project in accordance with the established requirements	95% of customer evaluations indicate satisfactory performance	100% review of the GSS/BOS projects at each phase of the project cycle; Customer surveys/feedback	Positive: Continued Performance Eligibility  Negative: Potential Cancellation
Providing business case documents and analysis for GSS/BOS managed executive business cases (EBCs)	Review and provide overall analysis of all GSS business cases within established timeframes	Business requirements, financial justifications, and funding needs are met with 100% accuracy	100% review and analysis of EBCs	Positive: Continued Performance Eligibility  Negative: Potential Cancellation
Delivery of process mapping of business requirements for	Review current business processes and provide	100% of new business requirements accurately and	100% inspection; review of customer complaints	Positive: Continued Performance Eligibility

system support	processing mapping of as0in and to-be with any change in business requirements. Mapping will be used to support system change requests needed to support GSS business	completely mapped out to support system changes		Negative: Potential Cancellation
Continued Enhanced Data Analysis, Interpretation, and Reporting Capabilities in support of GSS mission	Contract Staff completes all data requests within established timelines. Adhoc rapid turnaround requests within four hours of receipt. General business analysis turnaround requests within two days of receipt.	95% completion accurately and within established timelines	100% inspection; customer feedback	Positive: Continued Performance Eligibility  Negative: Potential Cancellation
Continued Enhanced Data Analysis, interpretation, and reporting – GSS dashboards and analytics	Contract staff completes weekly updates to the GSS business dashboards. New dashboard requirements made and updated to dashboards within week of request.	95% completion accurately and within established timelines	100% inspection; customer feedback	Positive: Continued Performance Eligibility  Negative: Potential Cancellation
Continued Enhanced Data Analysis, interpretation, and reporting –	Contract staff completes all analysis and reports without error and	95% completion accurately and within established	100% inspection; customer feedback	Positive: Continued Performance Eligibility

quality	meeting the requirements specified in the project proposal.	timelines		Negative: Potential Cancellation
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# 14. DOCUMENTING PERFORMANCE

Performance will be documented by the COR and/or CO using the Quality Assurance Monitoring Form.

# QUALITY ASSURANCE MONITORING FORM

DATE
CONTRACT/ ORDER
CONTRACTOR
REQUIREMENT
PWS REFERENCE
SURVEILLANCE METHOD (Random Sampling, 100% Inspection, Periodic Inspection, Customer Complaint)
LEVEL OF SURVEILLANCE (Monthly, Quarterly, As Needed)
PERFORMANCE: ☐ MEETS STANDARDS ☐ DOES NOT MEET STANDARDS  DESCRIPTION OF FINDING/NARRATIVE OF PERFORMANCE:
CORRECTIVE ACTION PLAN/ACTIONS BY CONTRACTOR TO AVOID RECURRENCE
ASSESSING COR
CONTRACTING OFFICER